



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

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Robert G. Burnley
Director

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STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION ORDER BY CONSENT ISSUED TO

**Master Print, Incorporated
DEQ Registration No. 71953**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1307.D and 10.1-1309, between the State Air Pollution Control Board (SAPCB) and Master Print, Incorporated (Master Print), for the purpose of resolving certain alleged violations of the air permits and regulations as specified in SECTION C of this Order.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Air Pollution Control Board, a permanent collegial body of the Commonwealth of Virginia as described in Code §§ 10.1-1301 and 10.1-1184.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.

5. "Order" means this document, also known as a Consent Order.
6. "Master Print" means Master Print, Incorporated.
7. "NVRO" means the Northern Virginia Regional Office of DEQ, located in Woodbridge, Virginia.
8. "O&M" means operations and maintenance.
9. "Regulations" refers to the Regulations for the Control and Abatement of Air Pollution for the Commonwealth of Virginia.
10. "VAC" means Virginia Administrative Code.
11. "NSPS" means New Source Performance Standards.

SECTION C: Findings of Fact

1. Master Print operates an offset web lithographic printing facility located at 8401 Terminal Road, Newington, Virginia. A Stationary Source Permit was issued to this facility on April 30, 2003.
2. A DEQ staff review of Master Print's calendar year 2003 annual update report revealed that the facility exceeded its permit throughput limits for inks and cleaning solutions as follows:
 - a) Calendar year 2003 ink throughput totaled 128,678.40 pounds
 - b) Calendar year 2003 cleaning solution throughput totaled 8,765 gallons (calculated to 58,731 pounds)

Condition No. 7 of the April 30, 2003, air permit limits annual consumption of ink to 10,450 pounds and cleaning solutions to 44,000 pounds, calculated monthly as the sum of each consecutive twelve month period.

3. A DEQ staff review of Master Print's calendar year 2003 annual update report revealed that the facility exceeded its permit limit for volatile organic compound (VOC) emissions. Plantwide VOC emissions totaled 73,122.98 pounds (36.56 tons). Condition No. 8 of the April 30, 2003, air permit limits plantwide emissions to 24.4 tons, calculated monthly as the sum of each consecutive twelve-month period.

4. An inspection conducted by DEQ staff on June 11, 2004, revealed that no records were available for, nor did Master Print maintain records for: 1) annual throughput of inks, varnishes, fountain solution, cleaning solution, and photographic chemicals to the facility; 2) hourly, monthly, and annual VOC emissions for the facility; 3) hourly, monthly, and annual naptha emissions for the facility; and 4) monthly and annual hazardous air pollutant (HAP) emissions for the facility, each calculated as the sum of each consecutive twelve month period. This record keeping is required by the current permit.
5. The DEQ and Master Print had a meeting at the Northern Virginia Regional Office (NVRO) on June 23, 2004, to discuss the alleged recordkeeping deficiencies and the alleged throughput and emissions exceedences at the Master Print facility.
6. The DEQ issued a Notice of Violation (NOV) to Master Print on June 25, 2004, addressing the aforementioned alleged recordkeeping deficiencies and alleged throughput and emissions exceedences.
7. An inspection conducted by DEQ staff on October 19, 2004, revealed that Master Print was still unable to produce current records of: 1) annual throughput of inks, varnishes, fountain solution, cleaning solution, and photographic chemicals to the facility; 2) hourly, monthly, and annual VOC emissions for the facility; 3) hourly, monthly, and annual naptha emissions for the facility; and 4) monthly and annual hazardous air pollutant (HAP) emissions for the facility, each calculated as the sum of each consecutive twelve month period. This record keeping is required by the current permit.
8. On November 24, 2004, Master Print provided a revised tracking spreadsheet to report it's throughput and emissions data for CY2003 and for CY2004, through that date, based on closer scrutiny of its purchase/return and disposal records. These data indicated that the facility did not appear to exceed it's emissions limits in CY2003, but may have exceeded its annual throughput limits (given in Conditions 7 and 8 of the permit) for inks and varnishes by July 31, 2003, and continuing through November 30, 2004. Also, it appears the facility may have exceeded the throughput limit (given in Conditions 7 and 8 of the permit) for fountain solutions, beginning with the period from April 1, 2004, and continuing through November 30, 2004.
9. Upon review of Master Print's revised data submission and supporting invoices, DEQ issued a revised NOV to Master Print on December 10, 2004, to address the alleged administrative deficiencies and alleged throughput exceedences.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §10.1-1316(C), the Board orders Master Print, and Master Print agrees to pay a civil charge in the amount of fifteen thousand six hundred and fifty-four dollars (\$15,654.00). The civil charge is due within 30 days of the effective date of the Order. Payment shall be made by check payable to the "Treasurer of Virginia", delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 10150
Richmond, Virginia 23240

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Master Print, for good cause shown by Master Print, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the Notice of Violation issued June 25, 2004. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For purposes of this Order and subsequent actions with respect to this Order, Master Print admits the jurisdictional allegations contained herein. Master Print consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
4. Master Print declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 9-6.14:1 *et seq.*, and the State Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.

5. Failure by Master Print to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
6. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
7. Master Print shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Master Print shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Master Print shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which the parties intend to assert will result or has resulted in the impossibility of compliance, shall constitute a waiver of any claim of inability to comply with a requirement of this Order.

8. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
9. This Order shall become effective upon execution by both the Director or his designee and Master Print. Notwithstanding the foregoing, Master Print agrees to be bound by any compliance date that precedes the effective date of this Order.

10. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Master Print. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Master Print from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
11. By its signature below, Master Print voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of FEBRUARY 18, 2005.


Robert G. Burpley, Director
Department of Environmental Quality

Master Print voluntarily agrees to the issuance of this Order.

By: 

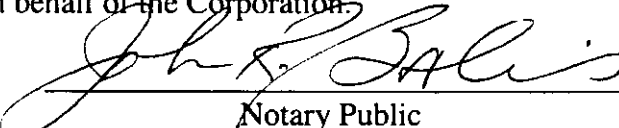
Date: 2-17-05

Commonwealth of Virginia

City/County of Richmond

The foregoing document was signed and acknowledged before me this 17 day of February, 2005, by DAVID A. DICKENS, who is
(name)

President of Master Print, on behalf of the Corporation.
(title)


Notary Public

My commission expires: 12/31/2006